

A.G. CONTRACT NO. 85-264

MAINTENANCE
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF PINETOP-LAKESIDE

NO. <u>10199</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>5-22-85</u>
<i>Russell W. [Signature]</i> Secretary of State

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the TOWN OF PINETOP-LAKESIDE, hereinafter called "TOWN".

WHEREAS, the STATE is empowered by A.R.S. Section 28-108 to enter into this Agreement and the Director of the ARIZONA DEPARTMENT OF TRANSPORTATION has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE:

WHEREAS, the TOWN is empowered by A.R.S. Section 9-672 to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said TOWN.

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain operations and maintenance activities be provided on the State Highway System in the TOWN. This work shall include but not be limited to the operation and maintenance of traffic signals and/or highway lighting at the following location:

SR 260 at Woodland Drive in Pinetop-Lakeside.

NOW THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The Town shall set aside sufficient funds and be responsible for all electrical energy costs to operate the traffic signals and/or highway lighting.

2. The STATE shall set aside sufficient funds and be responsible for all operations and maintenance except electrical energy costs.

3. Any new installation or any betterment shall be based on a traffic engineering study, and the mutual involvements shall be negotiable.

4. All parties are hereby put on notice that this AGREEMENT is subject to cancellation by the Governor pursuant to A.R.S. Section 38-511.

5. THIS AGREEMENT shall remain in force and effect until midnight June 30, 1986, and shall thereafter be automatically renewed for successive periods of one (1) year, unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial expiration date, or at any renewal date hereof, cancelling said Agreement. In event of such notification and upon expiration of the term during which notice is given, this Agreement shall thereupon become of no further force and effect.

6. It is understood that the list of location(s) set forth in this Agreement may be added to, or have deletions made, by Letter Addendum Exhibit "C", with all other conditions set forth remaining in effect.

7. It is understood that upon termination of this Agreement for any cause whatsoever, all properties which are the subject matter of this Agreement are declared to be property of the Arizona Department of Transportation.

8. Any disposal of properties subject to this Agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.

9. This Agreement shall be filed with the Secretary of State and shall become effective upon filing.

10. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the TOWN is authorized under the laws of this State to enter into this Agreement and that it is in proper form.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

BY:

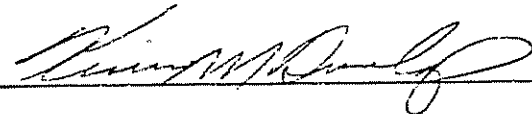

For Chief Deputy State Engineer

DATE:

April 29, 1985

TOWN OF PINETOP-LAKESIDE

BY:



TITLE:

TOWN MANAGER

DATE:

4/19/85

ATTEST:


Town Clerk

Date:

4/19/85

EXHIBIT "A"

TOWN OF PINETOP-LAKESIDE

RESOLUTION NO. 18

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PINETOP-LAKESIDE, NAVAJO COUNTY, ARIZONA, APPROVING AND AUTHORIZING THE TOWN MANAGER TO ENTER INTO THE ATTACHED AGREEMENT CONCERNING THE INSTALLATION, MAINTENANCE, AND OPERATION OF A TRAFFIC SIGNAL ON STATE ROUTE 260 AND WOODLAND ROAD.

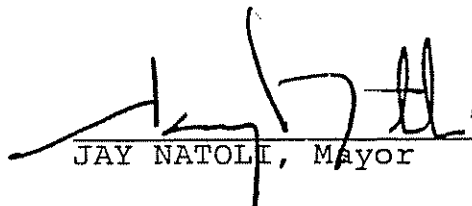
WHEREAS the Town Council is in agreement with the Arizona Department of Transportation regarding the installation of a traffic signal on State Route 260 and Woodland Road; and

WHEREAS the State and the Town of Pinetop-Lakeside are empowered by A.R.S. Section 28-108 and A.R.S. Section 9-672 to enter into the attached agreement for the installation, maintenance, and operation of a traffic signal on State Route 260 at Woodland Road.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PINETOP-LAKESIDE AS FOLLOWS:

That the Town Council of Pinetop-Lakeside hereby approve the attached Construction Intergovernmental Agreement and Maintenance Intergovernmental Agreement between the State of Arizona and the Town of Pinetop-Lakeside and authorizes the Town Manager to sign said agreements on behalf of the Town.

PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PINETOP-LAKESIDE, ARIZONA, this 18th day of April, 1985.


JAY NATOLI, Mayor

ATTEST:


KEVIN M. DUNLAP, Town Manager

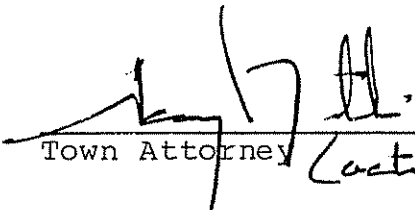
EXHIBIT "B"
APPROVAL OF THE TOWN ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement between the State of Arizona, ARIZONA DEPARTMENT OF TRANSPORTATION, and the TOWN OF PINETOP-LAKESIDE and declare the Agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 19th day of April, 1986.

TOWN OF PINETOP-LAKESIDE

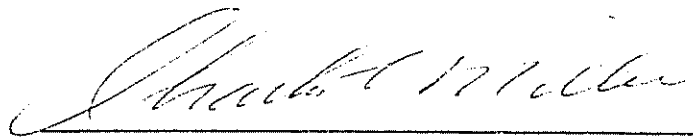
BY:


Town Attorney (acting)

Maintenance - Traffic Signals
SR 260 - MP 350.48 - Woodland Drive
Pinetop-Lakeside

RESOLUTION

BE IT RESOLVED on this 5th day of April, 1965,
that I, CHARLES L. MILLER, as Director, ARIZONA DEPARTMENT
OF TRANSPORTATION, have determined that it is in the best
interests of the State of Arizona that the DEPARTMENT OF
TRANSPORTATION, acting by and through the Highways Division,
enter into an Intergovernmental Agreement with the TOWN OF
PINETOP-LAKESIDE for the maintenance of traffic signals on
State routes within the Town of Pinetop-Lakeside.
THEREFORE, authorization is hereby given to draft said
Agreement which, upon completion, shall be submitted for
approval and execution by the Chief Deputy State Engineer.



CHARLES L. MILLER, Director
ARIZONA DEPARTMENT OF TRANSPORTATION



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert R. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. 85-264, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 16th day of May, 1985.

ROBERT K. CORBIN
Attorney General

James A. Holman
Assistant Attorney General
Transportation Division